

Amendment 118

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 118 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 2nd day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to include the software package provided by INIT (NxMdtClient 1.13-SEA-03026 DC5000 – Third Party Software Development Compliance Form v1 0.doc) in ERG's Maintenance Release 15. INIT is King County Metro's (KCM) vendor. This work is performed per CR-002668 *KCM Implement INIT File Mr 15*.
- C. The Parties agree that the Work necessary to complete the software update and associated documentation for KCM will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to:

(a) Implement the specified software package, provided by INIT, in Maintenance Release 15. This software package is identified as "NxMdtClient 1.13 - SEA-03026 DC5000 – Third Party Software Development Compliance Form v1 0.doc"

Section 2.0 Schedule

2.1 The Contractor will perform this work in Maintenance Release 15

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform the work necessary to include the KCM OBS specified INIT software package in Maintenance Release 15.	
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TOTAL	\$2865
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Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Eighteen shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

The Agencies

By: _____

Its: _____

Date: _____

By: _____

Their: _____

On behalf of the Agencies

Date: _____